Exhibit

C







End User License Agreement

Legal Documentation

Terms of Service

EULA

Privacy Policy
Limited Warranty
UniFi Elite Terms and Conditions
UBNT Store Terms and Conditions
UniFi IOS App License
Compliance Information

OUR EULA WAS UPDATED ON JULY 17, 2017

This End User License Agreement (this "EULA") governs Your access and use of the software ("Software") that is embedded on any Ubiquiti Networks, Inc. product ("Product").

The term "You," "Your," "you" or "your" as used in this EULA, means any person or entity who accesses or uses the Software and accepts the terms of this EULA, including any individuals that You authorize to use or access the Software, including Your independent contractors or employees ("Authorized Users"). For the avoidance of doubt, where the term "You," "Your," "you" or "your" is used in this EULA, it shall include any Authorized User, regardless of whether "Authorized User" is specifically stated.

FOR IMPORTANT DISCLAIMERS OF WARRANTY AND WARNINGS CONCERNING USAGE, SEE SECTION V.

YOU MUST READ AND AGREE TO THE TERMS OF THIS EULA BEFORE USING, DOWNLOADING OR INSTALLING ANY SOFTWARE. BY USING, DOWNLOADING OR INSTALLING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS EULA, YOU MAY NOT USE, DOWNLOAD OR INSTALL THE SOFTWARE.

THE SOFTWARE MAY BE SUBJECT TO AUTOMATIC SOFTWARE UPDATES, AS DESCRIBED FURTHER IN SECTION III, AND YOU ALSO HEREBY CONSENT TO SUCH UPDATES. If You do not

agree to such updates, You are not permitted to, and You must not, download, install, access or use the Software.

Ubiquiti may, in its sole and absolute discretion, change the terms of this EULA from time to time, as indicated by the date at the end of this EULA. If You object to any such change, Your sole recourse will be to cease using the Software. Continued use of the Software following any such change will indicate Your acknowledgement of such change and agreement to be bound by the new terms and conditions.

I. Overview, Eligibility

- a. This EULA is a binding agreement between You and Ubiquiti Networks, Inc. ("Ubiquiti").
- b. Your use of (1) websites located at www.ubnt.com and ubnt.com sub-domains and any other websites hosted by Ubiquiti or its affiliates, (2) services accessible or downloadable through the Sites, (3) software that may be downloaded to Your smartphone or tablet to access services and (4) subscription services, including services that can be accessed using the Web Apps and Mobile Apps is governed by the Terms of Service. Your purchase of the Product (excluding the Software) is governed by the Limited Warranty. All additional guidelines, terms, or rules on the Sites, including the Privacy Policy, are incorporated by reference into this EULA and You are agreeing to accept and abide by them by using the Software.
- c. Subject to Section (I)(d), You may access and use the Software only if You can form a binding contract with Ubiquiti and only if You are in compliance with the terms of this EULA and all applicable laws and regulations. If You are accepting the terms of this EULA on behalf of an entity or individual, You represent and warrant that You have full legal authority to bind such entity or individual to this EULA. You are fully responsible for any Authorized User's compliance with this EULA.
- d. If You are an Authorized User, You represent and warrant that You are over the age of 13 (or equivalent minimum age in the jurisdiction where You reside or access or use the Software), and in the event You are between the age of 13 (or equivalent minimum age in the jurisdiction where you reside or access or use the Software) and the age of majority in the jurisdiction where You reside or access or use the Software, that You will only use the Software under the supervision of a parent or legal guardian who agrees to be bound by this EULA. Any use or access to the Software by individuals under the age of 13 (or equivalent minimum age in the jurisdiction where you reside or access or use the Services) is strictly prohibited and a violation of this EULA.

II. License.

- a. **License Grant**. Subject to Your compliance at all times with the terms and restrictions set forth in this EULA, Ubiquiti grants You, under its rights in and to the Software, a worldwide, non-sublicensable, non-transferable, non-exclusive, revocable, limited license to download and use the Software in object code form only, solely in connection with the Product that You own or control.
- b. Limitations on Use.

Casses: 1848ve 0 50 55555 Diction or enter H: #651-33 FF Nettit N. 2009/1657 #255 FF cappe: 44 off 1100 FF cappel ID #18633 1

- i. The Software, its contents, features and functionality (including, without limitation, all user interfaces, information, software, code, text, graphics, images, video and audio, and the design, selection and arrangement thereof) (collectively, the "Content") are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
- ii. You shall not directly or indirectly do any of the following:
 - 1. use the Software on any device other than a Product that is owned or controlled by You or Your business organization;
 - 2. sell, offer for sale, lease, license, sublicense or distribute the Software or any Content in any form without the prior written consent of Ubiquiti;
 - 3. copy, reproduce, broadcast, transmit, republish, distribute, modify, prepare derivative works of, perform, publicly perform or display the Software or any Content in any way without the prior written consent of Ubiquiti and its applicable licensors;
 - 4. remove or alter any copyright, trademark or other proprietary rights notices from the Software or Content, or use them in contravention of any such applicable notices;
 - 5. reverse engineer, decompile, translate, disassemble or otherwise attempt to (i) derive the source code or the underlying ideas, algorithms, structure or organization of any Software (except that the foregoing limitation does not apply to the extent that such activities may not be prohibited under applicable law); or (ii) defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection mechanisms in the Software, including, without limitation, any such mechanism used to restrict or control the functionality of the Software;
 - 6. use the Software in violation of any third-party rights or any local, state, national or international law or regulation, including, without limitation, any local country regulations related to operation within legal frequency channels, output power and Dynamic Frequency Selection (DFS) requirements;
 - 7. violate any accompanying user or technical manuals, training materials, specifications or other documentation pertaining to any Software, where in digital or printed format;
 - 8. engage in any High Risk Activities (as defined in Section (V)(b)(ii));
 - 9. release the results of any performance or functional evaluation of any of the Software to any third party without prior written approval of Ubiquiti for each such release; or
 - 10. create a substantially similar software to the Software, or any component thereof.
- iii. You are responsible for obtaining, properly installing and maintaining the Software and any other services or products needed for access to and use of the Software, and for paying all charges related thereto.

c. Third Party Software.

i. Certain software included in, distributed with or downloaded in connection with the Software may comprise third party proprietary software products that are subject to separate license terms ("Third Party Software"). All such Third Party Software may include

- Casaset: 1818ve 0458636 Doorment: #651-33 Printett New MSV #ESPragge 55 off 100 Pragget D #18682 software or software components that are derived, in whole or in part, from software that is distributed as free software, open source software or under similar licensing or distribution models ("Open Source Software," together with Third Party Software, "External Software").
- ii. Your use of External Software is subject in all cases to the applicable licenses from the External Software provider, which shall take precedence over the rights and restrictions granted in this EULA solely with respect to such External Software. You shall comply with the terms of all applicable Third Party Software and Open Source Software licenses, if any. Copyrights to Open Source Software are held by their respective copyright holders indicated in the copyright notices in the corresponding source files. The Software may include software developed by the OpenSSL Project for use in the OpenSSL Toolkit (http://www.openssl.org/).
- iii. FOR THE AVOIDANCE OF DOUBT, UBIQUITI PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO SUCH EXTERNAL SOFTWARE, INCLUDING WITH RESPECT TO FUNCTIONALITY OF SUCH EXTERNAL SOFTWARE. Ubiquiti does not provide any warranty, maintenance, technical or other support for any External Software. Accordingly, Ubiquiti is not responsible for Your use of any External Software or any personal injury, death, property damage (including, without limitation, to Your home), or other harm or losses arising from or relating to Your use of any External Software.
- d. Intellectual Property Ownership; Trade Secrets. All copyrights, trade secrets, patents, trademarks, trade secrets and other intellectual property and proprietary rights in any jurisdiction worldwide (collectively, "Intellectual Property Rights") in and to the Software and the Content are the sole property of Ubiquiti or its licensors. You do not have or receive any title or interest in or to the Software, the Content, or the Intellectual Property Rights contained therein through Your use of the Software or otherwise. Except as expressly granted to You under the limited license set forth in Section II(a) of this EULA, Ubiquiti does not grant any express or implied right to You under any of its Intellectual Property Rights. You further acknowledge and agree that the Software contains the valuable trade secrets and proprietary information of Ubiquiti and its affiliates. You agree to hold such trade secrets and proprietary information in confidence and You acknowledge that any actual or threatened breach of this obligation will constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.
- e. **Trademarks.** All trademarks, service marks, trade names and logos and the goodwill associated therewith ("**Marks**") included or displayed in the Software or Content are the exclusive property of Ubiquiti or their respective holders. You are not permitted to use any of the Marks without the applicable prior written consent of Ubiquiti or such respective holders.

III. Automatic Updates.

a. Ubiquiti may, from time to time and at its sole option, provide patches, bug fixes, corrections, updates, upgrades, support and maintenance releases or other modifications to the Software,

Casase1:1818ve0535369Doormentrit:#651-334Filteti\1909/157/#198-Pagge 66 off 1100 Pragge1 D#19033 including certain External Software, which items shall be deemed part of the Software and

External Software hereunder. YOU HEREBY CONSENT TO ANY SUCH AUTOMATIC UPDATES. These may be automatically installed without providing any additional notice to You or receiving Your additional consent. If You do not consent, Your remedy is to stop using the Software. Notwithstanding the foregoing, Ubiquiti withholds the right to require You to install any patches, bug fixes, corrections, updates, upgrades, support and maintenance releases or other modifications in order to access and use the Software.

IV. Term and Termination. This EULA will remain in full force and effect so long as You continue to access or use the Software, or until terminated in accordance with this EULA. You may discontinue Your use of and access to the Software at any time. Ubiquiti will automatically terminate this EULA at any time without notice to you if you fail to comply with any term of this EULA. You may terminate it at any time upon written notice to Ubiquiti at legal@ubnt.com. Upon any such termination, the licenses granted by this EULA will immediately terminate and you agree to stop all access and use of the Product, Software and documentation and destroy the Software and documentation, together with all copies and merged portions in any form. The provisions that by their nature continue and survive will survive any termination of this EULA, including those set forth in this Sections II(d), II(e) and Articles IV -IX.

V. WARRANTY DISCLAIMER

- a. Disclaimer of Warranties TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SOFTWARE IS LICENSED "AS-IS" AND "AS AVAILABLE", WITH ALL FAULTS. UBIQUITI DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ANY SOFTWARE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY OF SERVICE OR RESULTS, AVAILABILITY, SATISFACTORY QUALITY, LACK OF VIRUSES, TITLE, FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENT, TO THE EXTENT AUTHORIZED BY LAW. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SOFTWARE AND ITS FEATURES OR FUNCTIONALITY AND ANY COMMUNICATION WITH YOU IS FOR INFORMATION PURPOSES ONLY, AND DOES NOT CONSTITUTE A WARRANTY OR REPRESENTATION. WITHOUT LIMITING THE FOREGOING, UBIQUITI EXPRESSLY DOES NOT WARRANT THAT THE CONTENT, OPERATION, OUTPUT OR IMPLEMENTATION OF THE SOFTWARE WILL: (I) MEET YOUR REQUIREMENTS; (II) BE UNINTERRUPTED, ERROR-FREE, ACCURATE, RELIABLE OR COMPLETE; (III) BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER OR MOBILE DEVICE; (IV) OR THAT UBIQUITI OR ANY THIRD PARTY WILL RESOLVE ANY PARTICULAR SUPPORT REQUEST OR FIX ANY ERRORS OR THAT SUCH RESOLUTION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SOFTWARE.
- b. Emergency Response; High Risk Activities.

- i. YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE, WHETHER STANDING ALONE OR WHEN INTERFACED WITH PRODUCTS OR THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT CERTIFIED FOR EMERGENCY RESPONSE, AND ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. MOBILE OR OTHER NOTIFICATIONS REGARDING THE STATUS OF THE SOFTWARE ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. YOU AGREE THAT YOU WILL NOT RELY ON THE SOFTWARE FOR EMERGENCY RESPONSE OR ANY OTHER LIFE SAFETY OR CRITICAL PURPOSES.
- ii. NEITHER THE SOFTWARE NOR ANY PRODUCT IS DESIGNED, MANUFACTURED OR INTENDED FOR THE OPERATION OF NUCLEAR FACILITIES, AIR TRAFFIC CONTROL, EMERGENCY RESPONSE, EMERGENCY AND SAFETY SERVICES, HEALTHCARE FACILITIES, HOSPITALS, LIFE SUPPORT SYSTEMS OR ANY MISSION CRITICAL ENVIRONMENT, WHERE THE USE OR FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY OR ENVIRONMENTAL DAMAGE (COLLECTIVELY, "HIGH RISK ACTIVITIES"). YOU AGREE THAT YOU WILL NOT USE THE SOFTWARE FOR ANY HIGH RISK ACTIVITIES.
- c. **Data Storage.** Ubiquiti is not responsible or liable for the deletion of or failure to store or process any information or other content provided by You or transmitted in the course of using the Software. You are solely responsible for securing and backing up such submissions.
- d. **Versions.** You acknowledge and agree that the Software provided to You under this EULA may be in "beta" or test form, or otherwise not intended or completed for commercial use and may therefore contain errors, bugs or similar unstable characteristics not typical of commercially released items. Such characteristics may negatively affect the operation of previously installed software or equipment. You are advised to safeguard important data, to use caution and not to rely in any way on the correct functioning or performance of the software and accompanying materials. You acknowledge that the Software may be provided to You from time to time as a program participant solely for the purpose of providing Ubiquiti with feedback on the Software and the identification of defects.

VI. LIMITATION OF LIABILITY

a. UNDER NO CIRCUMSTANCES WILL UBIQUITI OR ITS SUPPLIERS OR THEIR RESPECTIVE AFFILIATES, OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF MONEY, REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THIS EULA OR THE INSTALLATION, MAINTENANCE, PERFORMANCE, FAILURE OR INTERRUPTION OR USE OF

- Casaset: 1818 ve 0458535 D door mentint: #651-33 Printed Notice But Page 8 off 110 Praged D #19525

 SOFTWARE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), EVEN IF UBIQUITI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF, NOTWITHSTANDING THESE TERMS, UBIQUITI OR ANY OF ITS SUPPLIERS ARE FOUND TO BE LIABLE, THE LIABILITY OF UBIQUITI OR ITS SUPPLIERS OR THEIR RESPECTIVE AFFILIATES, OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS OR LICENSORS TO YOU OR TO ANY THIRD PARTY IS LIMITED TO ONE HUNDRED DOLLARS (\$100). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM.
- b. Exclusions and Limitations. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to You. To the extent that Ubiquiti may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Ubiquiti's liability will be the minimum permitted under such applicable law.
- VII. INDEMNIFICATION. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS UBIQUITI AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS OR LICENSORS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES AND FEES (INCLUDING REASONABLE ATTORNEYS' FEES) THAT SUCH PARTIES MAY INCUR AS A RESULT OF OR ARISING FROM A VIOLATION OF THIS EULA.

VIII. Export Restrictions.

- a. You acknowledge that the Software is of U.S. origin. You represent and warrant that (i) You shall be solely responsible for complying with all export laws and restrictions and regulations, including United States export regulations, such as restrictions of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC") or other foreign agency or authority's regulations ("Export Laws"), and You shall not (ii) export, or allow the export or re-export of, the Software in violation of any such restrictions, laws or regulations, or available in any country in contravention of any Export Laws, or any other law, nor (iii) make the Software available in a country for which an export license or other governmental approval is required without first obtaining all necessary licenses or other approvals. You shall obtain and bear all expenses relating to any necessary licenses and exemptions with respect to the export from the U.S. of the Software to any location.
- b. You acknowledge that the U.S. government maintains embargoes and sanctions against certain countries, currently including the Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria, which may be amended from time to time, including with respect to listed countries; and that other countries may have trade laws pertaining to import, use, export or distribution of the Software. You acknowledge that, in each case, compliance with the same is Your responsibility. You represent and warrant that You are not a person or entity listed on any United States Government list of prohibited or restricted parties.

IX. Miscellaneous.

- a. Governing Law; Jurisdiction. This EULA shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods; rather, this EULA shall be governed by the laws of the State of New York, including its Uniform Commercial Code, without reference to conflicts of laws principles. Any action or proceeding relating to this EULA must be brought in a federal or state court located in New York and each party irrevocably submits to the jurisdiction and venue of any such court in any such claim or dispute, except that Ubiquiti may seek injunctive relief in any court having jurisdiction to protect its confidential information or intellectual property.
- b. Government Purposes. The Software was developed solely at private expense and is a "commercial item" consisting of "commercial computer software" and "commercial computer software documentation" within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto, as amended from time to time. If the user of the Software is an agency, department, employee or other entity of the United States Government, consistent with 48 C.F.R. 227.7202-1 through 227.702-4 (JUNE 1995), the use, duplication, reproduction, release, modification, disclosure and transfer of the Software, including technical data or manuals, is governed by the terms and conditions contained in this EULA.
- c. **Severability**. If any of the provisions, either in part or in full, of this EULA is held by a court or other tribunal of competent jurisdiction to be unenforceable or invalid, such provision shall be enforced to the maximum extent possible or permissible and this EULA will be interpreted so as to give maximum effect to the original intent of the parties with respect to the unenforceable provision, and the remaining portions of this EULA shall remain in full force and effect.
- d. **Assignment.** You may not assign any of Your rights or obligations under this EULA without Ubiquiti's express written consent. Ubiquiti may assign this EULA without Your consent provided that such assignment is to an affiliated company forming part of the Ubiquiti group of companies.
- e. **Waiver.** The waiver by either party of any default by the other party shall not waive subsequent defaults by such other party of the same or different kind. The failure of either party to enforce the provisions hereof, at any time or for any period of time, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.
- f. **Third Party Beneficiary.** Licensors and suppliers of Ubiquiti and its affiliates are third party beneficiaries of this EULA, and thus this EULA is directly enforceable by such licensors and suppliers and their affiliates.
- g. **Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action You may have arising out of or related to use of the Software or this EULA must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- h. **Interpretation.** As used herein, unless the context requires otherwise, the word "or" is not exclusive and the words "will," "will not," "shall," and "shall not" are expressions of command and

Coseset: 18-6ve 053636 Doorment: #65-3 Priority 1839 AFB Pragge 110 off 110 Pragge ID #19687 not merely expressions of future intent or expectation. Whenever the words "include," "includes" or "including" are used in this EULA, they shall be deemed to be followed by the words "without limitation." The section headings in this EULA are for convenience only and have

Copyright © July 2017 Ubiquiti Networks, Inc. All rights reserved.

no legal or contractual effect.

	STAY IN TOUCH	
Email Address		
	SUBSCRIBE	

© 2018 Ubiquiti Networks, Inc. All rights reserved.

Terms of Service | Privacy Policy | Legal